

## SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 SCHEDULE OF ITEMS AND PRICES - FIXED-PRICE/REQUIREMENTS

The following items are required to support the Government operations of the U.S. Patent and Trademark Office. The quantities listed below are the USPTO's best estimate of its requirements for the Base and Option Years. The USPTO does not guarantee that it will order these exact requirements under this contract nor will it be obligated to do so. The USPTO anticipates volume fluctuations from week to week. The USPTO intends to use this contract as its only source for obtaining these requirements. No guarantee is made that any of the quantities will be ordered as a result of this contract.

### B.2 BASE PERIOD (May 23, 2007 through May 22, 2008)

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
<b>0001</b>	<b>Photoprints and Reorders</b>				
0001a	Photoprints of original plant patent color drawings	324,480*	Sheets	\$	\$
0001b	Reorders of photoprints from CLIN 0001a	100	Sheets	\$	\$
*Estimated quantity of 324,480 per year is based on a median estimate of 26 plant patents per week x 52 weeks x an average of 2 sheets per patent = 2,704 photoprints x 120 copies (USPTO requires 120 of each photoprint) = 324,480.					
<b>0002</b>	<b>Digital Images of weekly issue</b>				
0002a	Digital images (provided on DVD) of all photoprints of original plant patent color drawings contained in the weekly issue	52	Order	\$	\$

**B.3 OPTION PERIOD 1 (May 23, 2008 through May 22, 2009)**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ESTIMATED TOTAL AMT.</b>
<b>1001</b>	<b>Photoprints and Reorders</b>				
1001a	Photoprints of original plant patent color drawings	324,480*	Sheets	\$	\$
1001b	Reorders of photoprints from CLIN 1001a	100	Sheets	\$	\$
*Estimated quantity of 324,480 per year is based on a median estimate of 26 plant patents per week x 52 weeks x an average of 2 sheets per patent = 2,704 photoprints x 120 copies (USPTO requires 120 of each photoprint) = 324,480.					
<b>1002</b>	<b>Digital Images of weekly issue</b>				
1002a	Digital images (provided on DVD) of all photoprints of original plant patent color drawings contained in the weekly issue	52	Order	\$	\$

**B.4 OPTION PERIOD 2 (May 23, 2009 through May 22, 2010)**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ESTIMATED TOTAL AMT.</b>
<b>2001</b>	<b>Photoprints and Reorders</b>				
2001a	Photoprints of original plant patent color drawings	324,480*	Sheets	\$	\$
2001b	Reorders of photoprints from CLIN 2001a	100	Sheets	\$	\$
*Estimated quantity of 324,480 per year is based on a median estimate of 26 plant patents per week x 52 weeks x an average of 2 sheets per patent = 2,704 photoprints x 120 copies (USPTO requires 120 of each photoprint) = 324,480.					
<b>2002</b>	<b>Digital Images of weekly issue</b>				
2002a	Digital images (provided on DVD) of all photoprints of original plant patent color drawings contained in the weekly issue	52	Order	\$	\$

**B.5 OPTION PERIOD 3 (May 23, 2010 through May 22, 2011)**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ESTIMATED TOTAL AMT.</b>
<b>3001</b>	<b>Photoprints and Reorders</b>				
3001a	Photoprints of original plant patent color drawings	324,480*	Sheets	\$	\$
3001b	Reorders of photoprints from CLIN 3001a	100	Sheets	\$	\$
*Estimated quantity of 324,480 per year is based on a median estimate of 26 plant patents per week x 52 weeks x an average of 2 sheets per patent = 2,704 photoprints x 120 copies (USPTO requires 120 of each photoprint) = 324,480.					
<b>3002</b>	<b>Digital Images of Weekly issue</b>				
3002a	Digital images (provided on DVD) of all photoprints of original plant patent color drawings contained in the weekly issue	52	Order	\$	\$

**B.6 OPTION PERIOD 4 (May 23, 2011 through May 22, 2012)**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ESTIMATED TOTAL AMT.</b>
<b>4001</b>	<b>Photoprints and Reorders</b>				
4001a	Photoprints of original plant patent color drawings	324,480*	Sheets	\$	\$
4001b	Reorders of photoprints from CLIN 4001a	100	Sheets	\$	\$
*Estimated quantity of 324,480 per year is based on a median estimate of 26 plant patents per week x 52 weeks x an average of 2 sheets per patent = 2,704 photoprints x 120 copies (USPTO requires 120 of each photoprint) = 324,480.					
<b>4002</b>	<b>Digital Images of Weekly issue</b>				
4002a	Digital images (provided on DVD) of all photoprints of original plant patent color drawings contained in the weekly issue	52	Order	\$	\$

## **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 STATEMENT OF WORK/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications.

### **C.2 SCOPE OF WORK**

This contract is to fulfill all United States Patent and Trademark Office (hereinafter referred to as USPTO) requirements for digital images, photoprints and additional photoprints of plant patent drawings issuing each week. Photoprints comprise color/part-color, black and white halftones, and hand-colored drawing sheets.

### **C.3 REQUIREMENTS**

Pantone Color Standard: Faithful reproduction of the plant color is critical to this contract. Accordingly, the contractor shall provide all deliverables in accordance with the Pantone Color Standards as stated in paragraph E.3.

Photoprints: The Contractor shall provide and use "double weight" color photoprint paper, semi-matte finish. Dimensions shall be 8 ½" by 11" +/- 1/16 and a margin minimum top of 1" above typeset heading. The center image shall be side to side with ¾" minimum margin on each side. The bottom margin shall be ¾" minimum. The reproduction shall be at 79% plus or minus 5% smaller than the examiner approved color drawing.

Digital images: The contractor shall provide digital images in the specified TIFF format on a DVD to the designated COTR in accordance with the technical references.

Examiner approved color drawings are the source documents for digital images on media, photoprints and additional photoprints of plant patent drawings issuing each week as provided on issue lists (See Section B). Photoprints comprise color/part-color, black and white halftones, and hand-colored drawing sheets.

The Plant Patent Photoprints shall have a header containing the issue date, plant patent number and the drawing sheet number as illustrated in the Technical References.

### **C.4 QUANTITY**

Weekly volumes in Section B are estimated from 1 to 35 plant patents. It is estimated that a plant patent may contain 1 to 20 original examiner approved color drawings. The contractor is required to produce one color /part-color sheet for each original examiner approved color drawing.

Reorders shall be made from the examiner approved color drawing sheets of previously issued plant patents, or new examiner approved color drawings created under CLIN 0001b.

Based on historical data, the contractor should estimate that approximately two (2) examiner approved color drawings per year may be hand colored in form.

## **SECTION D -- PACKAGING AND MARKING**

### **D.1 LABELING AND MARKING**

Each wrapped package shall be marked with the work order number(s), each plant patent number and the issue date or reorder date of the patents contained within the package. Each shipping container must be marked on the outside, in an area not covered with tape, with the contract number, work order number(s) and the patent numbers of the patents contained therein and their respective issue date(s).

### **D.2 PACKING FOR DELIVERY BY COURIER**

Material shall be packed for shipment in such a manner that will ensure acceptance by courier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.



## **SECTION E -- INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

A. The Contracting Officer or his duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

B. Inspection and acceptance will be performed at:

U.S. Patent & Trademark Office  
Office of Patent Publication  
2900 Crystal Drive  
8th Floor  
Arlington, VA 22202

NOTE: Inspection and acceptance location is subject to change during the life of the contract.

C. The Pantone Color Standards will be used to compare original examiner approved color drawings to digital images and photoprints. The colors of the digital images and photoprints are compared to the original examiner approved color drawings for acceptance. If the digital images or photoprints exceed a color difference of one (1) Pantone Color Standard from the examiner approved color drawings, then the digital image and/or the color/part-color photoprint will be rejected. The portion(s) that caused the rejection will be reported to the contractor.

D. Upon identification of the rejection, the new color/part-color photoprints and digital images shall be resubmitted within two (2) workdays of notification of the rejection(s). Under no circumstances can the final delivery be extended beyond the specified delivery date (See Section F.5 (D) for detailed delivery schedule information).

E. Upon receiving approval from COTR that previously rejected photoprints and/or digital images are now acceptable, the ordered quantity shall be produced (see Section B) at no additional expense to the Government. Any work not rejected within 30 calendar days of the issue date of the plant patent is presumed to be formally accepted.

\*NOTE: A copy of the Pantone Color Chart Standards may be obtained from the following vendor:

Pantone, Inc. [www.pantone.com](http://www.pantone.com) or 201-935-5500

## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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<http://www.acqnet.gov/far>  
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Clause	Title	Date
52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

### F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is from May 23, 2007 through May 22, 2008. If an option is exercised, the period of performance shall be extended through the end of that option period.

The option periods that may be exercised are as follows:

Period	Start Date	End Date
Option I	<u>May 23, 2008</u>	<u>May 22, 2009</u>
Option II	<u>May 23, 2009</u>	<u>May 22, 2010</u>
Option III	<u>May 23, 2010</u>	<u>May 22, 2011</u>
Option IV	<u>May 23, 2011</u>	<u>May 22, 2012</u>

Any order issued during the effective period of this contract and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period.

### **F.3 DELIVERY LOCATION**

Shipment of the photoprint deliverables shall be to:

U.S. Patent & Trademark Office  
Patent Printing Contractor  
(estimated 300 miles from Crystal City)

Shipment of the initial "to be approved" photoprint and of the DVD deliverables shall be to:

U.S. Patent & Trademark Office  
Office of Patent Publication  
2900 Crystal Drive  
8th Floor  
Arlington, VA 22202

NOTE: Delivery locations are subject to change during the life of the contract.

### **F.4 F.O.B. POINT, DESTINATION, AND DELIVERY**

A. All Government furnished materials, (drawings and issue list) shall be provided by a Government authorized contractor.

B. All Government furnished materials for reorders, including drawings and text pages, will be made available for pickup by the Contractor at the following location:

U.S. Patent & Trademark Office  
Office of Patent Publication  
2900 Crystal Drive 8th Floor  
Arlington, VA 22202

The Contractor shall be responsible for accomplishing the shipments of all items under the contract, including the return of Government-owned materials in such a manner as to ensure their safe delivery, in good order, at the destination, in accordance with Section D.

The Contractor is subject to unannounced security inspections at any time. An inspection may be made by the Contracting Officer or by his/her designated Representative (COTR), or by any USPTO representative designated by the COTR. When any work area is closed (e.g., at night or on the weekend) all Government-owned materials in the contractor's custody shall be stored in a fireproof and waterproof vault.

C. The Production Schedule shown below is extracted from the full schedule for producing weekly issues of patents of which plant patents are a part. In this example, the issue date is June 26th. PWD means "prior work day" (day of the week before the issue date), and will be the same day of the week regardless of the issue date, except that the days are advanced in weekly calendar increments. The elapsed time between PWDs is the time allotted for the performance of each activity.

ACTIVITY	PWD	EXAMPLE
Drawings to Plant Patent Color Contractor	20 Wed.	5/30 Wed.
Digital Images due to PTO	10 Wed.	6/13 Wed.
120 Copies of Issued Photoprints To Patent Printing Contractor	10 Wed.	6/13 Wed.

**REORDER** - Reorders shall be delivered within eight (8) workdays of notification of availability of the work order and delivery of the government furnished items.

**TIMELY DELIVERY** - Materials shall be timely delivered by the Contractor after notification is received, taking into consideration the required delivery schedule.

Examiner approved color drawings shall be stored in an individual envelope(s) for each plant patent color/part-color drawing. The examiner approved color drawings become Government property and shall be returned to the Government at expiration of this contract.

## **F.5 ADVANCE NOTICE OF CHANGE IN PLACE(S) OF PERFORMANCE**

The Contractor shall give, in writing, at least 60 days notice to the Contracting Officer of any change in the location at which work under this contract is to be performed. Any post-award change in location shall be made only with the prior approval of the Contracting Officer. It is imperative that any change in location does not adversely affect timely delivery of the work products furnished under this contract, and that the Government has, at all times, immediate access to materials furnished to the Contractor.

## **SECTION G -- CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

{To be designated at time of award} is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of Commerce, United States Patent & Trademark Office (USPTO), 2900 Crystal Drive, 8th Floor, Arlington, Virginia 22202. The telephone number is: {TBD}

### **G.2 GOVERNMENT-FURNISHED PROPERTY**

The Government authorized contractor shall furnish original plant patent examiner approved color drawings to the Contractor as required in each work order. The maximum overall size of the drawing shall be 10X15 inches. The drawing will also include a header that will identify the patent number, issue date of the patent, and the number of drawing sheets; i.e., 1 of 3, 2 of 3, 3 of 3.

The Government shall provide prior examiner approved color drawings of issued plant patents to the Contractor.

Disposition Instructions for return of all Government Furnished Material are as per Section F.5 of this contract. If the Contractor loses or damages original plant patent color drawings provided as GFP, it shall be liable for replacement costs of \$200 each.

### **G.3 AUTHORITY TO OBLIGATE THE GOVERNMENT**

The Contracting Officer is the ONLY PERSON AUTHORIZED to make or approve any changes of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority. No adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

**G.4 POINT OF CONTACT FOR CONTRACT ADMINISTRATION**

The prospective Contractor shall designate the person whom the Government may contact during the period of performance of the contract for prompt attention on matters pertaining to the administration of the contract.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **SECTION H -- SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ORGANIZATIONAL CONFLICT OF INTEREST**

A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in the Federal Acquisition Regulation (FAR) Subpart 9.5, or that the Contractor has disclosed all such relevant information.

B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

C. Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if he or she deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

D. The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

### **H.2 NONDISCLOSURE OF PATENT INFORMATION**

All drawings, designs, cuts, illustrations, negatives or other written or photographic data furnished by the Government to the Contractor for the necessary performance of the contract shall be and remain the sole property of the Government. The Contractor agrees not to assert any rights, or to establish any claim under the design, patent, trademark, or copyright laws, or to publish or reproduce such matter in whole or in part in any manner or form except as provided under this agreement.

### **H.3 SECRECY AND USAGE OF PATENT INFORMATION**

Work under this contract does not affect the national security. However, patent applications, drawings, etc. are required by law (35 U.S.C. 122) to be kept in confidence.

Information contained in any patent drawing(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contract acquires no right or privilege to use or disclose any information contained in any patent drawings (in any form whatsoever), except to perform the work under contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any drawing or related copy or data furnished to the Contractor by the Government or obtained therefrom except for performing the work procured under this contract. Notwithstanding the provisions of any statute which may otherwise apply (i.e., 35 U.S.C. 122), this prohibition shall not terminate with the official USPTO issue and public availability of patents which contain essentially the same information. For example, after the patents have been issued, the Contractor may not create or copyright any product or derivative product (such as an index or selected group of data) from the master files it creates for the preparation of the items delivered under this contract.

Original patent documents (or copies of the information contained therein when furnished to the Contractor by the USPTO) are for the sole purpose of performing the work under this contract.

All other copying (or microfilming) of the information contained in any material furnished to the Contractor is prohibited. All other immediate work products shall be shredded after they are no longer needed.

All processing, storage or transmission of patent data by means of electronic communications systems is prohibited unless use of such systems for such purposes is approved by the USPTO.

All personnel employed to work on this contract, or otherwise having access to patent data or information concerning the same must take the following oath, or affirmation, signed in writing:

"I DO SWEAR OR AFFIRM THAT I WILL PRESERVE DRAWINGS FOR PATENTS IN SECRECY, THAT I WILL NOT DIVULGE ANY INFORMATION CONCERNING THE SAME TO UNAUTHORIZED PERSONS WHILE EMPLOYED IN WORK UNDER THIS CONTRACT OR AT ANY TIME THEREAFTER; AND THAT I TAKE THIS OBLIGATION FREELY, AND WITHOUT ANY MENTAL RESERVATION OR PURPOSE OF EVASION."

Each employee's signed oath, or affirmation shall, be retained in the Contractor's files, subject to inspection by authorized Government representatives.



## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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<http://www.acqnet.gov/far>  
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Clause	Title	Date
52.212-4	Contract Terms and Conditions—Commercial Items	SEP 2005
52.216-18	Ordering	OCT 1995
52.217-8	Option to Extend Services	NOV 1999

### I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS NOVEMBER 2006

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4) [Reserved]

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

(24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

### **I.3 ORDERING PROCEDURES**

A. As required, the Contracting Officer will issue a unilateral modification to the contract providing funding for the work order.

B. Supplies or services to be furnished under this contract shall be ordered by the issuance of a work order.

C. Weekly work orders shall be placed via written work order (e-mailed) by the Contracting Officer's Technical Representative (COTR).

D. All work orders issued hereunder are subject to the terms and conditions of this contract. The Contract shall govern in the event of conflict with any work order.

E. All work orders shall be considered to be issued for the purpose of this contract at the time of e-mail notification for pickup by the Contractor.

F. Orders placed under this contract shall contain the following information:

1. Date of Order
2. Contract Number
3. Order Number
4. Contract Line Item (CLIN)
5. Drawing Sheets
6. Quantity Ordered
7. Due date(s)
8. Special instructions, when necessary

G. Orders under this contract will be issued only to the address specified by the Contractor, irrespective of whether the Contractor proposes to make deliveries from more than one local plant location.

H. Orders issued will be at the fixed unit prices in Section B, and within the delivery times specified.

**I.4 52.216-19 ORDER LIMITATIONS OCTOBER 1995**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the total award value;

(2) Any order for a combination of items in excess of the total award value; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 8 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.5 52.216-21 REQUIREMENTS OCTOBER 1995**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in

accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the performance period of the contract.

#### **I.6      52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (March 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause shall not exceed 5 years.



## **SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **J.1 LIST OF ATTACHMENTS**

#### **Technical References:**

- 1) Glossary of Terms
- 2) Sample Assignment of Header Data
- 3) TIFF Naming Convention
- 4) Examples of TIFF Files
- 5) Past Performance Questionnaire

## **SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2006)**

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting

requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
  - Name \_\_\_\_\_.
  - TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror

represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

**Number of Employees    Average Annual Gross Revenues**

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> 251–500    | <input type="checkbox"/> \$3,500,001–\$5 million   |
| <input type="checkbox"/> 501–750    | <input type="checkbox"/> \$5,000,001–\$10 million  |
| <input type="checkbox"/> 751–1,000  | <input type="checkbox"/> \$10,000,001–\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million         |

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------


[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin


[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:



**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

_____
_____
_____

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

**Listed End Product    Listed Countries of Origin**

\_\_\_\_\_

\_\_\_\_\_

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the

representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of provision)

## SECTION L – INSTRUCTIONS TO OFFERORS

### L.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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<http://www.acqnet.gov/far>  
 -----

Clause	Title	Date
52.212-1	Instructions to Offerors—Commercial Items	SEP 2006
52.233-3	Protest After Award	AUG 1996

### L.2 52.233-2 SERVICE OF PROTEST (September 2006)

- A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgments of receipt from:

United States Patent and Trademark Office  
 OFFICE OF PROCUREMENT  
 Mail Stop 6  
 P.O. Box 1450  
 Alexandria, VA 22313-1450  
 Jason E. Taylor  
 FAX: 571-273-6567

Office Of the General Counsel  
 USPTO  
 Mail Stop 8  
 P.O. Box 1450  
 Alexandria, VA 22313-1450  
 FAX: 571-273-0099

- B. The copies of any protest shall be received in the offices designated above within one day of filing a protest with the GAO.

**L.3****AGENCY-LEVEL PROTEST PROCEDURES****AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)**

1. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

**II. DEFINITIONS:**

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

**III. PROCEDURES:**

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department.

Protests shall be addressed to:

Mr. Barry Hudson  
Chief Financial Officer  
U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel  
U.S. Patent & Trademark Office  
Mail Stop 8  
P.O. Box 1450  
Alexandria, VA 22313-1450  
(FAX Number 571-273-0099)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues,

which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

#### Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

#### IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract, (2) re-compete the requirement, (3) issue a new solicitation, (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.



#### **L.4 INVITE AND RECEIVE OFFEROR SUBMISSIONS**

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Section L.5 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K). Offerors shall be responsible for accessing the project web page <http://www.uspto.gov/web/offices/ac/comp/proc/plantpatent/plantpatenthom.htm> for any changes to this RFP. All changes, questions, and answers shall be posted to this location.

Any incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

#### **L.5 PROPOSAL REQUIREMENTS**

Offerors are required to submit an original and four (4) copies of the following in response to the solicitation:

- A. Technical (Sample Photoprints)
- B. Past Performance/Experience
- C. Price Proposal
- D. Completed Representations & Certifications (Section K)

##### **L.5.1 Technical--Sample Photoprints (Evaluation Factor A)**

The technical portion of the offeror's proposal shall consist of samples, which are limited to and directly responding to the information sought by the Statement of Work (see C.3 of the RFP). Offerors shall provide evidence of their technical capability to perform the required services by preparing 6 color/part-color samples, one for each of the original drawings (see below). These samples will be submitted as part of the offeror's proposal. These samples will be inspected and must pass the criteria for inspection and acceptance as described in Section E.

All interested offerors shall contact **Karna Cooper** to obtain the six color/part-color original drawings. Offerors must return the six samples loaned to them on or before the closing date of this solicitation, whether or not a proposal is submitted. Offerors who do not return the samples will be liable for replacement costs of \$200 per original drawing. Karna Cooper can be reached at (703) 308-9250 X-119.

**L.5.2 Past Performance/Experience (Evaluation Factor B)**

Offerors shall provide information not exceeding 10 pages (inclusive of references) which describes at a minimum:

1. The offeror's experience in managing and performing requirements of a similar magnitude, delivering comparable products. This should demonstrate the offeror's experience in providing photoprints and digital images which are the same or similar to those addressed in Section C.
2. The offeror shall provide a list of its current or previous contracts (excluded from page limitation). This shall include the current points of contact (Contracting Officer & COTR), contact's phone number, fax number, email address, the contract title (if applicable), contract number, contract type, period of performance, total dollar value and description of the work performed for at least three (3) Government and/or commercial contracts. The offeror should provide information on any problems encountered on the identified contracts and the corrective action taken.
3. A form (included as Attachment 5 of the RFP) is provided for the offeror to give to its references. This form should be completed by the reference and submitted directly via fax not later than the RFP closing date to the following :

FAX: 571-273-6567

Attn: Jason Taylor, Contracting Officer

Any information found to be unreliable may result in a negative rating to the offeror. If an offeror cannot provide three references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications will result in the USPTO not considering an offeror for award of any resulting contracts.

Notes:

\* The USPTO reserves the right to determine which contracts submitted by the Offeror are relevant to the requirements and to utilize only those references.

\* In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.

\* The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

### **L.5.3 Price (Evaluation Factor C)**

The USPTO anticipates awarding a single fixed-price, requirements type contract. Offerors shall provide unit pricing for each CLIN listed in Section B.2 through B.6 by filling in the appropriate blank. Offerors should then fill in the "Estimated Total Amount" blank by multiplying the unit price by the provided "Estimated Quantity".

### **L.6 QUESTIONS AND RESPONSES**

All questions pertaining to the RFP shall be submitted via e-mail to [jason.taylor@uspto.gov](mailto:jason.taylor@uspto.gov). Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available on the project website. The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by Monday, February 26, 2007. Receipt of late questions will not result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

### **L.7 SET-ASIDE INFORMATION**

This solicitation is set-aside 100% for small business concerns.

### **L.8 SUBMISSION FORMAT REQUIREMENTS**

Offerors shall provide one (1) original and four (4) copies of their proposal not later than 2:00 p.m. local time Friday, March 16, 2007, in the U.S. Patent and Trademark Office, Office of Procurement to the attention of Jason Taylor. All documents shall be delivered as a single package. Depending on the mode of delivery, Offeror's response should be addressed as follows:

U.S. Postal Service  
U.S. Patent and Trademark Office  
Office of Procurement  
Mail Stop 6  
PO Box 1450  
Alexandria, VA 22313-1450  
Attn: Jason Taylor

**(RECOMMENDED)**  
Handcarried, Courier, or Non-USPS Mail Service  
U.S. Patent and Trademark Office  
Office of Procurement  
600 Dulany Street, Madison East  
Room 7A01  
Alexandria, VA 22313  
Attn: Jason Taylor

The documents shall be submitted in paper form (one original and four copies) and in electronic MSWord format on CD-ROM (one copy), and formatted for 8-1/2" by 11" white, untextured paper, single-spaced. Margins shall be one (1) inch on all sides. The type for all documents submitted (including charts and graphs) shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point, and shall not exceed six (6) lines per vertical inch.

Proposals that do not include the data necessary for a thorough evaluation may be determined to be unacceptable. The USPTO is not obligated to request additional information from any Offeror in order to make a determination of technical acceptability. Facsimile proposals and modifications of proposals are not permitted and will be disregarded if received.

Proposals shall present an Offeror's understanding of the scope of the procurement and an overall approach in providing the required products. General statements such as the Offeror understands, the Offeror can or will comply with the requirements, standard procedures will be used, well known techniques will be used, or that paraphrase the Statement of Work or Technical References in whole or in part will not satisfy the requirements concerning the content of a technical proposal and may serve as the basis for rejecting that Offeror's proposal.

Failure to submit proposals in compliance with these minimum requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

**\*The rights of ingress and egress to and from USPTO facilities for Contractor personnel is controlled by security. Therefore, Offerors are responsible for allowing sufficient time to be processed through security to ensure that its proposals are received by USPTO's Office of Procurement by the time and date specified above.**

## **L.9 INCUMBENT CONTRACTOR**

Rieger Imaging  
22516 Gateway Center Drive  
Suite 300  
Clarksburg, MD 20871

USPTO Contract # 50PAPT201009

**L.10 NAICS CODE AND SMALL BUSINESS SIZE STANDARD**

The North American Industry Classification System (NAICS) code for this acquisition is 323115. The small business size standard is 500 employees.

**L.11 INCURRING COSTS**

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

**L.12 PERIOD FOR ACCEPTANCE OF OFFERS**

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 60 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are bid.

**L.13 NEWS RELEASES**

Offerors shall make no news releases pertaining to the solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 52.252 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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<http://www.acqnet.gov/far>  
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Clause	Title	Date
52.217-5	Evaluation of Options	July 1990

### M.2 UNBALANCED OFFERS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.

### M.3 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

Award of any contract will be made to the acceptable, responsible Offeror whose proposal, including options, contains the combination of technical, past performance/experience and price factors that offers the best overall value to the USPTO. This will be determined by comparing differences in the value of non-price features with differences in price to the USPTO. USPTO shall determine what tradeoff among these factors promises the greatest value to the USPTO.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- Determined to be responsible according to the standards of FAR Subpart 9.1
- Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation
- Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required

- Meets all mandatory requirements
- Provides the best overall value to the USPTO as represented by a combination of non-price and price factors

#### **M.4 AWARD WITHOUT DISCUSSIONS**

In accordance with FAR 52.212-1(g), the Government intends to evaluate proposals and award a contract without holding discussions with Offerors (except clarifications). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Should the Contracting Officer determine it necessary to conduct discussions, such discussions will be conducted as described in the Patent and Trademark Office Acquisition Guideline (PTAG), as opposed to the procedures outlined in FAR 15.306(d). Specifically, pursuant to the flexibilities provided in the PTAG, the USPTO reserves the right to conduct discussions only with the highest ranked offeror. If such discussions are conducted, and the USPTO Contracting Officer is unable to reach agreement with the highest ranked offeror, negotiations will be initiated with the next highest-ranked firm. The PTAG is available for reference at: <http://www.uspto.gov/web/offices/ac/comp/proc/ptagfdrg.pdf>.

#### **M.5 EVALUATION PROCEDURES**

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to the RFP. The USPTO will evaluate and make award based upon the evaluation criteria provided below:

##### **A. Technical (Evaluation Factor A)**

The USPTO will assess the offeror's ability to provide high quality color/part-color photoprints by evaluating six offeror samples (made from USPTO originals) in accordance with the inspection and acceptance criteria in Section E. All six color/part-color photoprint samples will be inspected and must pass the criteria for inspection and acceptance. Inspection of pre-award samples will be as follows:

The Pantone Color Standards will be used to compare color differences in four areas of each original color drawing with the corresponding area in the sample photoprint under C.I.E. standard daylight viewing conditions. If any one area of the sample photoprint exceeds a color difference of one (1) Pantone Color Standard from the USPTO original color drawing target area, then the sample photoprint will be rejected.

If three or more offeror samples fail the initial inspection by the Government, the proposal will be deemed unacceptable and eliminated from the competition.

If one or two offeror samples fail the initial inspection by the Government, the offeror will have the opportunity to resubmit those samples that failed within 48 hours of notification of the rejection and availability for pickup of the original drawing and the rejected sample. Failure to submit the resubmissions on time will be treated as a late proposal, per 52.212-1(f). The portion(s) that caused rejection will be marked/circled on the rejected sample. Upon reinspection, if the resubmitted sample photoprint is still not acceptable, the proposal will be deemed unacceptable and eliminated from the competition.

A successful resubmitted sample photoprint will not be weighted equally with successful first samples. More weight will be assigned to successful first samples than successful resubmitted samples.

#### B. Past Performance/Experience (Evaluation Factor B)

The USPTO will utilize past performance information submitted in response to the Solicitation. Additionally, in the conduct of its evaluation of offeror's proposal, the USPTO may use a variety of information sources in addition to information provided by the offeror. These sources may include, but are not limited to, technical reports, commercial literature, and contact with present or past Government or commercial customers of the offeror. The USPTO may use past performance information obtained from sources other than those identified by the offeror. Additionally, past performance information obtained will be used to determine offeror's responsibility. The USPTO will examine the following elements in evaluating the offeror's Past Performance:

- (1) Relevance of the offerors past experience
- (2) Quality of the offerors past performance.

#### C. Price Proposal (Evaluation Factor C)

The USPTO will evaluate the Offeror's proposal and pricing of all CLIN items listed in Section B. The price proposal will be reviewed and analyzed in depth, but will not be scored. The USPTO will evaluate the Offeror's proposal and pricing utilizing the estimated quantities of all CLIN items for the base period and all option periods listed in Section B.2 through Section B.6.

### **M.6 RELATIVE IMPORTANCE OF EVALUATION FACTORS**

The evaluation factors are weighted as follows:

- Factor A is more important than Factor B
- Factors A and B, when combined, are more important than Factor C
- Factor C will not be scored, but will be evaluated



**M.7 MAKE “BEST VALUE” DETERMINATION AND AWARD CONTRACT**

The USPTO will make a best value determination across all Offerors' proposals. In making this determination, the USPTO is more concerned with obtaining superior technical expertise and past performance/experience than with making an award at the lowest overall price to the USPTO. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior technical expertise and past performance/experience. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior technical, past performance/experience features. As proposals become more equal in non-price factors, the evaluated price increases in relative importance.